

April 16, 2001

MEMORANDUM OF AGREEMENT

among the

**GEORGE WASHINGTON'S MOUNT VERNON ESTATE AND GARDENS
MOUNT VERNON LADIES' ASSOCIATION**

and the

**DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
GEORGE WASHINGTON MEMORIAL PARKWAY**

and the

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**

and the

FAIRFAX COUNTY GOVERNMENT

and the

**DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION**

for the

**PREPARATION OF
THE NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)
DOCUMENTATION**

for the

**ACCOMMODATION OF ADDITIONAL PARKING AND ASSOCIATED TRAFFIC AND
PEDESTRIAN SAFETY CONSIDERATIONS RELATED TO POTENTIAL CHANGES
IN VISITOR PATTERNS TO THE GEORGE WASHINGTON'S MOUNT VERNON
ESTATE AND GARDENS, AT THE INTERSECTION OF THE MOUNT VERNON
MEMORIAL HIGHWAY AND VIRGINIA ROUTE 235**

**GEORGE WASHINGTON MEMORIAL PARKWAY
FAIRFAX COUNTY, VIRGINIA**

The purpose of this Memorandum of Agreement (hereinafter referred to as the MOA) is to establish the roles, responsibilities, and procedures under which work shall be performed to prepare the National Environmental Policy Act (NEPA) documentation for the accommodation of additional parking and associated safety considerations related to potential changes in visitor patterns to the George Washington's Mount Vernon Estate and Gardens, at the intersection of the Mount Vernon Memorial Highway and Virginia Route 235, George Washington Memorial Parkway, in Fairfax County, Virginia. The George Washington's Mount Vernon Estate and Gardens is planning to renovate and expand their capital facilities at Mount Vernon. Because the expansion may result in changes to visitor patterns at the George Washington's Mount Vernon Estate and Gardens, the safety of both pedestrians and traffic needs to be considered.

The following entities (hereinafter collectively known as "the Parties") will be involved in this effort: the George Washington's Mount Vernon Estate and Gardens, Mount Vernon Ladies' Association (hereinafter referred to as the ASSOCIATION); U.S. Department of Interior, National Park Service (hereinafter referred to as the NPS); Virginia Department of Transportation (hereinafter referred to as the VDOT); the Fairfax County Government (hereinafter referred to as the COUNTY); and the U.S. Department of Transportation, Federal Highway Administration's Virginia Division (hereinafter referred to as the FHWA-VA, and the Eastern Federal Lands Highway Division (hereinafter referred to as the EFLHD).

WHEREAS, the ASSOCIATION is a private non-profit organization that owns and operates George Washington's Mount Vernon Estate and Gardens;

WHEREAS, the COUNTY is the local Government agency for many stakeholders of the project;

WHEREAS, the NPS is the Federal agency with administrative oversight, maintenance, and jurisdictional authority for the Mount Vernon Memorial Highway segment of the George Washington Memorial Parkway;

WHEREAS, the VDOT is the State agency with administrative oversight, maintenance, and jurisdictional authority over State Route 235;

WHEREAS, 23 U.S.C. 308(a) authorizes the FHWA-VA and the EFLHD to perform engineering and other services in connection with the survey, construction, maintenance, or improvements of highways for other Government or State cooperating agencies;

WHEREAS, funding has been identified for the preparation of the NEPA documentation; and

NOW, THEREFORE, pursuant to the authority contained in the "National Park Service Organic Act" of August 25, 1916 (39 Stat. 535), as amended and supplemented (16 U.S.C. 1 *et seq.*); the Economy Act (31 U.S.C. 1535); 23 C.F.R. Sections 204 and 308; The Capper-Cramton Act "Acquisition, Establishment, and Development of the George Washington Memorial Parkway," Pub. L. 71-284, 46 Stat. 482 (1930); and all applicable laws; the Parties in consideration of the mutual promises herein expressed, do hereby agree as follows:

ARTICLE I: SCOPE OF WORK

1. The NPS shall be a cooperating agency in the preparation of the NEPA decision document and shall (a) provide the Parties with timely existing information, analysis, review comments, and coordination in the preparation of the NEPA document; (b) adopt the final NEPA document if, after an independent review, it is concluded that the final NEPA document satisfies NPS NEPA requirements; (c) be the lead agency for all Section 106 compliance, and a signatory of the Section 106 MOA (if applicable) in accordance with the National Historic Preservation Act; and (d) participate in the public involvement process.
2. The VDOT shall be a participating agency in the preparation of the NEPA decision document and shall (a) cooperate in the preparation of the document by providing all available existing information related to State Route 235 and adjacent VDOT facilities; (b) participate in the public involvement process (if necessary); and (c) review and comment on the environmental documentation (if VDOT determines that comments are necessary).
3. The FHWA-VA shall be a cooperating agency in the preparation of the NEPA decision document and shall (a) cooperate in the preparation of the document by providing all available existing information related to the project; (b) be a signatory to the Section 106 MOA (if applicable) in accordance with the National Historic Preservation Act; and (c) participate in the public involvement process.
4. The COUNTY shall be a cooperating agency in the preparation of the NEPA document and shall (a) provide the Parties with timely existing information, analysis, review comments, and coordination in the preparation of the NEPA document; (b) participate in the public involvement process; and (c) establish a Stakeholder Participation Panel--to be appointed by the Supervisor and consisting of local citizens, local elected officials, and community leaders.
5. The EFLHD shall be the lead agency in the preparation of the NEPA decision document and shall (a) prepare and approve environmental documentation required by the NEPA, as amended, and 23 CFR 771, and 4(f) evaluation (if applicable); (b) conduct the NEPA public involvement process, including regular meetings with the COUNTY Stakeholder Participation Panel (Attachment 1 to this MOA details the NEPA process that the EFLHD shall follow); (c) ensure that the final NEPA document includes information needed by the NPS to fulfill their responsibilities to discharge NEPA and other requirements; (d) provide overall coordination of the project; (e) perform all survey, mapping, and subsurface investigations; (f) prepare and be a signatory to the 4(f) evaluation (if applicable), the Section 106 MOA (if applicable); and (g) provide project data to the Metropolitan Washington Council of Governments (MWCOG) for inclusion in the regional Transportation Improvement Plan (TIP) and the Comprehensive Long Range Plan (CLRP).

The EFLHD will also be responsible for the preparation and circulation for review of additional environmental review requirements under Section 4(f) and related laws, and shall include mitigation measures developed with the NPS for activities undertaken on lands under the administrative control and jurisdiction of the NPS. The EFLHD shall coordinate and cooperate with all counties affected by the proposed alternatives identified by the NEPA decision document.

6. The ASSOCIATION shall be a participating agency in the preparation of the NEPA decision document and shall (a) coordinate funding from private sources, (b) provide the Parties with timely existing information, analysis, review comments, and coordination in the preparation of the NEPA document; and (c) participate in the public involvement process.

ARTICLE II: TERMS OF THE AGREEMENT

1. The procurement of any required environmental or design contracts will be in accordance with the Federal Acquisition Regulations and the Transportation Acquisition Regulations. The EFLHD will be the contracting office.
2. All Parties to the MOA will be afforded the opportunity to inspect, at any time, work in progress, the financial records, and any other supporting documentation, and to participate in all meetings and field reviews.
3. Nothing herein contained shall be construed as binding on the NPS, the VDOT, the ASSOCIATION, the COUNTY, or the FHWA to expend any sum in excess of appropriations made by Congress for the purpose of this MOA, or to involve the NPS, the VDOT, the ASSOCIATION, the COUNTY, or the FHWA in any contract or other obligation for the further expenditure of money in excess of such appropriations.

ARTICLE III: DISBURSEMENT OF FUNDS

1. Funds appropriated shall be advanced to the EFLHD for the preparation of the NEPA document. Agencies requiring funds to complete portions of the work shall request funds from the EFLHD. Upon receipt of a request, the EFLHD shall prepare a Letter of Agreement to reimburse the requesting Agency for work performed. The requesting Agency shall invoice the EFLHD quarterly or less often as necessary. Invoices may be directed to the following address:

Federal Highway Administration
 Eastern Federal Lands Highway Division
 Finance Office
 21400 Ridgeway Circle
 Sterling, VA 20166-6511

ARTICLE IV: KEY OFFICIALS AND CONTACTS

1. Designated points of contact for the coordination of the NEPA decision document for this project are as follows:

Mr. Thomas Farley
District Administrator
Northern Virginia District
Virginia Department of Transportation
14685 Avion Parkway
Chantilly, VA 20151-1104
Telephone: 703-383-2477
Fax: 703-383-2470
E-mail: TFarley@vdot.state.va.us

Ms. Joyce Curtis
Assistant Division Administrator
Federal Highway Administration
Virginia Division
P.O. Box 10249
400 N. 8th Street, Room 750
Richmond, VA 23240
Telephone: 804-775-3344
Fax: 804-775-3356
E-mail: joyce.curtis@fhwa.dot.gov

Ms. Audrey Calhoun
Superintendent
National Park Service
GWMP
c/o Turkey Run Park
McLean, VA 22101
Telephone: 703-289-2500
Fax: 703- 289-2598
E-mail: Audrey_Calhoun@nps.gov

Mr. Alan Teikari
Planning and Coordination Engineer
Federal Highway Administration
Eastern Federal Lands Highway Division
21400 Ridgetop Circle
Sterling, VA 20166-6511
Telephone: 703-404-6278
Fax: 703-404-6217
E-mail: alan.teikari@fhwa.dot.gov

Mr. James C. Rees, Executive Director
George Washington's Mount Vernon
Estate and Gardens
Mount Vernon Ladies' Association
P.O. Box 110
Mount Vernon, VA 22121
Telephone: 703-799-8650
Fax: 703-799-8654
E-mail: jrees@mountvernon.org

Supervisor Gerald W. Hyland
Board of Supervisors
Mount Vernon District
2511 Parkers Lane
Alexandria, VA 22306
Telephone: 703-780-7518
Fax: 703-780-1491
Staff Contact: Ms. Rose Lambert
Chief Aide to Supervisor Hyland
E-mail: rlambe@co.fairfax.va.us

The FHWA, the VDOT, the NPS, the COUNTY, and the ASSOCIATION shall maintain a close liaison and consult regularly on all matters pertaining to this MOA.

ARTICLE V: REQUIRED AND STANDARD CLAUSES

1. *Anti-Deficiency Act:* The Parties agree that no funds will be expended in excess of available appropriations.
2. *Non-Discrimination:* The Parties will abide by the provisions of Executive Order 11246, as amended; shall be in compliance with the requirements of Title VI of the *Civil Rights Act of 1964*, as amended (78 Stat. 252; 42 U.S.C. 2000(d) *et seq.*); Title V, Section 504 of the *Rehabilitation Act of 1973* (87 Stat. 394; 29 U.S.C. 794) as amended; the *Age Discrimination Act of 1975*, as amended (89 Stat. 728; 42 U.S.C. 6101 *et seq.*); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religion, or sex in employment and in providing facilities and services to the public.
3. *Interest of Members of Congress:* Pursuant to 41 U.S.C. Section 22, *Interest of Member of Congress*, "[N]o Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon."
4. *Lobbying Prohibition:* The Parties shall abide by the provisions of 18 U.S.C. Section 1913, *Lobbying with Appropriated Moneys*, which states:

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of public business.

Whoever, being an officer or employee of the United States or of any department or agency thereof, violates or attempts to violate this section, shall be fined under this title or imprisoned not more than one year, or both; and after notice and hearing by the superior officer vested with the power of removing him, shall be removed from office or employment.

5. *Procurement:* This MOA is subject to all laws governing Federal procurements and to all regulations promulgated thereunder, whether now in force or hereafter enacted or promulgated.

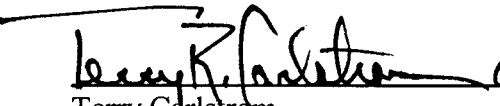
6. *Severance of Terms and Compliance with Applicable Law:* Nothing in this MOA shall be construed as limiting or affecting the legal authorities of the Parties, or as requiring the Parties to perform beyond their respective authorities. The Parties shall comply with all applicable laws and regulations, and nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose or intent of any Act of Congress or the laws of the State establishing, affecting, or relating to this MOA. If any term or provision of this MOA is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions.
7. *Drug Free Work Place Act (Required for use with Appropriated Funds):* The Parties certify that comprehensive actions will be taken to ensure the workplace is drug free.
8. The Parties hereby accept and agree to comply with the applicable terms and conditions set forth in Title 23, United States Code, and all other applicable laws and regulations.
9. In the event that a claim is brought under the Federal Tort Claims Act (28 USC 2671, et seq.) against any Federal Party, alleging that the basis for the Claim is related to the performance of this MOA; it shall be the responsibility of the Party receiving the claim to coordinate with any other Federal Party regarding investigation, settlement, or litigation arising from such claim. All other Parties to this MOA will cooperate in this effort.
10. This MOA is subject to all laws, regulations, and rules governing NPS property, whether now in force or hereafter enacted or promulgated. Nothing in this MOA shall be construed as in any way impairing the NPS, or the VDOT for supervision, regulation, and control of their property under such applicable laws, regulations, and rules.

ARTICLE VI: TERM OF THIS AGREEMENT

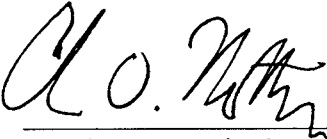
This MOA becomes effective on the date of the last approving signature, and shall remain in effect until the project is completed, or through five (5) years from the date of execution of the MOA, whichever occurs first. The MOA may be modified, extended, or terminated by written consent of all of the Parties. Termination of this MOA requires thirty (30) days written notice prior to termination, in addition to the written consent of all the Parties. As used in Article VI, the term "days" means Federal business days.

IN WITNESS THEREOF, the Parties hereto have caused this MOA to be executed by their duly authorized representatives:


**DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
NATIONAL CAPITAL REGION**

 6/5/01
Terry Carlstrom Date
Regional Director

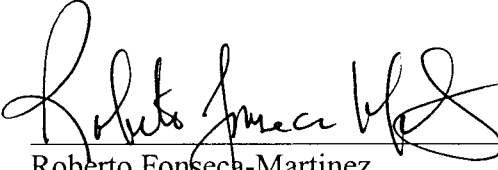
**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**

 6/22/01
Charles D. Nottingham Date
Commissioner

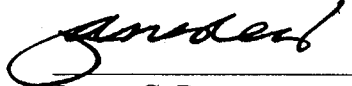
**DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS
HIGHWAY DIVISION**

 6/9/01
Allen W. Burden, P.E. Date
Division Engineer

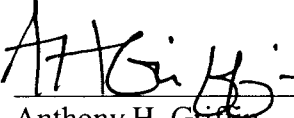
**DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
VIRGINIA DIVISION**

 6/27/01
Roberto Fonseca-Martinez Date
Division Administrator

**GEORGE WASHINGTON'S
MOUNT VERNON ESTATE & GARDENS
MOUNT VERNON LADIES' ASSOC.**

 5/24/01
James C. Rees Date
Executive Director

FAIRFAX COUNTY GOVERNMENT

 5/21/01
Anthony H. Griffin Date
County Executive, County of Fairfax

ATTACHMENT 1: General/Preliminary Environment and Public Involvement Process for Safe Parking Accommodation of Potential Changes in Visitor Patterns to the George Washington's Mount Vernon Estate and Gardens at the Intersection of the Mount Vernon Highway and Virginia Route 235

1. Set and conduct initial public information meeting (including 30-day comment period).
2. Coordinate with possible public review and approval agencies and public interest groups as established in the MOA and input from the initial public information meeting.
3. Complete environmental scoping and resource surveys
 - A. Establish purpose and need for the proposed action
 - B. Establish general limits of study area
 - C. Research and obtain base environment, traffic, social, and economic data
4. Develop preliminary alternatives based on input from the Parties to the MOA, public meeting comments, environmental scoping, and resource survey information.
5. Review preliminary alternatives with Parties of the MOA and other appropriate public agencies.
6. Set and conduct second public information, present preliminary alternatives with pros/cons (including 30-day comment period).
7. Respond to, and address comments received.
8. Obtain additional information as necessary based on public and agency comments, (including but not limited to additional traffic and environmental data, etc.).
9. Review and narrow number, or revise alternatives based on latest public input, agency comments and social, economic and environmental information.
10. Based on information compiled from steps 1 through 8, begin to finalize text for the Environmental Assessment (EA) sections: Purpose and Need; Affected Environment; Development of Alternatives; and Selection of Alternatives.
11. Select preferred alternative.
12. Finalize EA.
13. Set and conduct public information meeting to review EA and preferred alternative (including 30-day comment period).
14. Respond to, and address comments received.
15. Prepare and issue either a Finding of No Significant Impact (FONSI) on the selected alternative or determine that an Environmental Impact Statement is required.